

2. Amendment/Modification No. P00588	3. Effective Date 2004OCT25	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By TACOM WARREN AMSTA-AQ-ATBA STANLEY HARMS (586)574-5481 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: HARMSS@TACOM.ARMY.MIL	Code	W56HZV	7. Administered By (If other than Item 6) DCMA INDIANAPOLIS EMMETT J. BEAN CENTER 8899 E. 56TH ST. INDIANAPOLIS, IN 46249-5701	Code	S1501A
			SCD B PAS NONE ADP PT HQ0337		

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) AM GENERAL LLC 105 N NILES AVE SOUTH BEND, IN. 46617-7025 TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. DAAE07-01-C-S001
	<input type="checkbox"/>	10B. Dated (See Item 13) 2000NOV06
Code 0H3G6	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required) Payment will be made by Electronic Funds Transfer
ACRN: UH NET INCREASE: \$161,212.67

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) MARY K. REHM REHMMA@TACOM.ARMY.MIL (586)574-6553		
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2004OCT25

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this modification is to add the requirement for one Field Service Representative (FSR) to work on M1114 HMMWVs in the CENTCOM Theatre of Operations. The Statement of Work for this effort is on pages 4 through 7 of this modification, Paragraph C.25 of the Contract.

2. CLIN 5032AA is added to the Contract for this 180 day assignment in the total amount of \$161,212.67. This amount includes all wages, danger pay, round trip air fare between South Bend, IN and CRC at Ft. Bliss, TX, lodging, incidentals, and car rental expenses.

3. In the event this assignment results in fewer than 180 days, the contract will be adjusted downward to reflect the reduced time.

4. As a result of this Modification P00588, the contract value is increased by \$161,212.67 to the new Contract Cumulative Obligation Amount shown in Section G - Contract Administration Data.

5. The Contractor releases the Government from any further equitable adjustments under this Contract for any and all claims related to this Modification P00588.

6. Except as provided for herein, all terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 546 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS													
5032	SECURITY CLASS: Unclassified													
5032AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FSR (KUWAIT) PRON: P149L832JZ PRON AMD: 01 ACRN: UH AMS CD: 51103446004</p> <p>See Paragraph C.25 of the Contract (Pages 4 through 7 of Modification P00588), for the Statement of Work applicable to this FSR.</p> <p>The Contractor is authorized to incrementally bill under this CLIN. For each month of completed effort, the contractor may bill for \$26,868.78 (\$161,212.67 / 6 months).</p> <p>The performance certifier for this effort is the cognizant POC / PM Representative at the CENTCOM Theatre of Operations.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td>QUANTITY</td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>DATE</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>10-DEC-2004 (E)</td> </tr> </table> <p>\$ 161,212.67</p>	DLVR SCH	QUANTITY	PERF COMPL	<u>REL CD</u>	<u>DATE</u>	<u>DATE</u>	001	0	10-DEC-2004 (E)		LO		\$ 161,212.67
DLVR SCH	QUANTITY	PERF COMPL												
<u>REL CD</u>	<u>DATE</u>	<u>DATE</u>												
001	0	10-DEC-2004 (E)												

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.25 Statement of Work (SOW)
FSR Support of M1114s in Southwest Asia

1. Scope of Work:

1.1. The contractor shall provide one (1) Field Service Representative (FSR) to CENTCOM Theatre of Operations. The FSRs primary duty includes working on M1114 HMMVVs as they are received from the port and prior to Hand-Off at Camp Arifjan, Kuwait.

1.2. The FSR shall also be available to assist, as required, on other M1114 chassis issues, other HMMV issues, and on other Tactical Wheeled Vehicles as directed by the POC/PM Representative. The POC/PM Representative is currently Major Matthew Paige, cell phone (318) 430-7029, Matthew.Paige@arifjan.arcent.army.mil.

1.3. The contractor shall provide basic tool sets (must include both metric and standard sizes and include common sizes and types typically used to maintain tactical wheeled vehicles), and other items (i.e., eye protection, hearing protection, and safety shoes) required to perform technical repair and maintenance support services on tactical wheeled vehicles.

1.4. The Contractor shall supply all items/parts required for sustainment maintenance using the Army Supply System, in accordance with Standard Theater Army Management Information Systems (STAMIS) requirements and capabilities. If items are not available through the Army Supply System, the FSR shall notify the POC/PM Representative of their needs.

1.5. The contractor shall properly dispose of all removed hardware in accordance with local site procedures or the direction of the site POC.

1.6. The Contractor is responsible for obtaining housing and living accommodations throughout the performance period. As the Government will be providing all subsistence to the FSR, the incidental rate applicable to this action is \$17.00 per day. The Contractor is also responsible for providing transportation accommodations for the FSR in and around the theater of operations.

1.7. The FSR shall report to the Continental United States (CONUS) Replacement Center (CRC) at Ft. Bliss, TX for pre-deployment training and processing.

2. Tour of Duty/Hours of Work.

2.1. The FSR shall perform his duties for a period of 180 days in the theatre of operations.

2.2. The normal duty hours for the FSR shall be twelve (12) hours per day for seven (7) days per week.

2.3. The FSR shall comply with all duty hours and tour of duty identified in this contract. These could change, however, to ensure the government's ability to continue to execute its mission. The duty hours and tour of duty may be changed as directed by the POC/PM Representative.

3. Management:

3.1 Due to the location of this work and following State Department authorizations, at this time, the Government authorizes 15% danger pay for the FSR deployed in support of this scope of work.

3.2. Contractor personnel must follow Military Traffic Management Command Transportation Engineering Agency (MTMCTEA) guidance for movement in theater (i.e., they cannot travel off base without escort unless the Theater Commander authorizes that action).

3.3. The contractor shall ensure that all contractor personnel understand and agree to comply with all of the following:

3.3.1. Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

3.3.2. U.S. Army and Department of Defense (DoD) regulations, directives, guidance, instructions, policies, procedures, and general orders applicable to U.S. Armed Forces and DOD civilians supporting the U.S. Armed Forces in the Area of Operation (AO) as issued by the combatant commander or his/her representative to ensure mission accomplishment, force protection, and safety. U.S., third country, host nation, and international laws and regulations.

3.3.3. Treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), applicable to contractors supporting the U.S. Armed Forces under the facts and circumstances in the AO. The contractor shall be thoroughly familiar with Army Regulation (AR) 715-9, Contractors Accompanying the Force

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(<http://www.usapa.army.mil/pdffiles/r715_9.pdf>), DA PAM 715-16 (<http://www.usapa.army.mil/pdffiles/p715_16.pdf>), and Field Manual (FM) 3-100.21, Contractors on the Battlefield (<<http://www.adtdl.army.mil/cgi-bin/atdl.dll/fm/3-100.21/toc.htm>>). In addition, the contractor is obligated to request any specific information not provided in this language, but needed at the time of deployment from the contracting officer or the designated Contracting Officers Technical Representative (COTR).

3.4. The contractor shall at all times remain contractually responsible for the conduct of its FSR. The contractor shall promptly resolve to the satisfaction of the Government, any FSR performance and/or conduct problems identified by the Government. Upon failure to correct, the Government may direct the Contractor, at the Contractors own expense, to replace the FSR. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default Clause.

3.5. As a guest in a host country, the FSR should become familiar with customs and local standards of dress for the area to which they will be deploying to, and shall accordingly comport with these standards of conduct.

3.6. As required by the operational situation, the government may, at its discretion, relocate designated contractor personnel to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel as described in 22 U.S.C. 4802(b).

3.7. Prior to accompanying the force, the contractor shall ensure that a security and background check is performed on the FSR in support of this contract.

3.8. The contractor is responsible for obtaining all (i) passports, visas, and other entry/exit documents necessary for the FSR to transverse through and within the area of operations, and (ii) the customs, immigration, or similar liabilities for the FSR. The FSR must have a passport and required visas so they can immediately deploy upon completion of processing at the deployment-processing center.

3.9. Unless prohibited by international agreement, the contracting officer will issue a Letter of Authorization (LOA) for the FSR deployment to and from the area of operations. This document must be carried by the FSR as authorization for use of Government transportation, medical facilities, billeting, and other entitlements.

3.10. The FSR shall receive the required identification tags and common access cards (CAC) at the CRC and prior to deployment. The FSR shall maintain all issued cards and tags on their person at all times while Outside Continental United States (OCONUS). Upon redeployment to CRC, the FSR shall return all identification cards and tags.

4. Clothing and Equipment.

Contractor personnel accompanying the force are not authorized to wear distinctive military uniform items, except for specific items required for safety and security. Exceptions require a Department of the Army waiver. When the contractor desires a waiver, the contractor shall submit a request for waiver to the contracting officer. An individuals status as being a non-combatant contractor shall be conspicuously displayed on their clothing, unless prohibited for operational reasons.

4.1. The Combatant Commander, subordinate Joint Force Commander (JFC), or Army Force (ARFOR) Commander may require that contractor personnel be issued and be prepared to wear Organizational Clothing and Individual Equipment (OCIE), to include Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment, necessary to ensure contractor personnel security and safety. The contractor or FSR shall sign for all issued OCIE and acknowledge receipt and acceptance of responsibility for the proper maintenance and accountability of the OCIE.

4.2. When OCIE and/or Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) equipment is issued to the FSR, equipment familiarization training shall be provided to the FSR, commensurate with the training provided to Department of Defense civilian employees. This training shall be provided at the CRC.

4.3. The contractor shall ensure that all issued OCIE is returned to the government at the place of issue unless the contracting officer or his representative direct otherwise and the contractor shall provide evidence to the contracting officer of all OCIE returned to the government. The contractor shall reimburse the government for OCIE lost, stolen, or damaged due to contractor negligence or contractor misconduct in accordance with government property clauses in this contract.

5. Vehicle and Equipment Operation.

5.1. The Contractor shall ensure that the FSR possesses the required licenses to operate all vehicles or equipment necessary to perform the requirements of the contract in the area of operation.

5.2. Before operating any military owned or leased equipment, the FSR shall provide proof of license to the unit or agency issuing the equipment. The government, at its discretion, may train and license the FSR to operate military owned or leased equipment.

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6. Reception, Staging, On-ward Movement and Integration

Upon arrival in the area of operations, the FSR shall receive reception, staging, onward movement and integration (RSOI), as directed by the AMC-LSE (or other designated liaison). The FSR may be required to obtain additional locally required identification cards. The government representative who has cognizance for the FSR shall assist in the coordination of the issuance of these identification cards.

7. Contractor Accountability/Visibility & Logistics Support Element.

7.1. The contractor shall ensure that the FSR contacts the AMC-LSE (or other designated liaison). The FSR is responsible for providing all required theater specific accountability/visibility information to the area of operations AMC-LSE to facilitate the logistics integration function. The contractor shall ensure that all requested data is provided to the Army for inclusion in the U.S. Army's applicable personnel accountability database system.

7.2. The Contractor shall coordinate with the AMC LSE or other contracting officers designated representative for logistics support, as follows: (i) upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO. Any additional coordination requirements with the AMC-LSE shall be as directed by the contracting officer or POC/PM Representative.

7.3. While performing duties in accordance with the terms and conditions of the contract, the combatant commander will provide force protection to contractor personnel commensurate with that given to Service/Agency (e.g., Army, Navy, Air Force, Marine Corps, and Defense Logistics Agency (DLA)) civilians in the area of operations.

8. Medical.

8.1. The government at its discretion may provide to the FSR deployed in the area of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the area of operations. This is subject to the availability of such medical and dental care.

8.2. If during deployment, the FSR becomes unfit (i.e., actions that are a result of dangerous behavior that is considered outside normal societal bounds) as a result of their own actions, the FSR shall be removed from the area of operations and be replaced at the contractors expense. General medical screening requirements may be found in FM 3-100.21 (3 January 2003), Appendix D, Health Assessment Questionnaires. (<<http://155.217.58.58/cgi-bin/atdl.dll/fm/3-100.21/appd.htm>>). Also see AR 40-501, Standards of Medical Fitness.

8.3. The deploying FSR shall carry any medication required for the duration of the deployment. Military facilities may not be able to replace medications required for routine treatment of chronic medical conditions, such as high blood pressure, heart conditions, asthma and arthritis. Contractor personnel shall review both the amount of the medication and its suitability in the foreign area with their personal physician, and make any necessary adjustments prior to deployment.

8.4. If glasses are required, the FSR shall deploy with two pairs of glasses and a current prescription. When required, copies of the prescription shall be provided by the FSR to the deployment-processing center, so that eyeglass inserts for use in compatible chemical protective mask can be prepared. Wearing contact lenses in a field environment is not recommended.

8.5. Contractor personnel shall take spare hearing aid batteries, sunglasses, insect repellent (containing DEET), sunscreen and any other commercial over-the-counter supplies (that may not be readily available in country) related to their individual physical needs (e.g., aspirin, Tylenol, or ibuprofen, anti-diarrheal, cough syrup, eye drops, band-aids, and antibiotics).

9. Living under Field Conditions.

9.1. Depending on the contingency, and other factors, it may be necessary for the government to provide deployed contractor personnel the equivalent, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the area of operations, unless authorized by the Combatant Commander. Types of logistical support provided to contractor personnel may be contented in the Letter of Authorization.

9.2. The contractor is advised of the potential danger, stress, physical hardships and field living conditions associated with the deployment. The contractor shall be responsible for sharing this information with its employees

9.3. If subsistence and protection requirements change during the deployment (e.g. if the Combatant Commander or subordinate commander changes the authorizations), the contracting officer will modify the contract, and any equitable adjustments shall be negotiated under the Changes clause.

10. Morale, Welfare, Recreation.

When approved by the installation or combatant commander, the government shall provide the FSR with morale, welfare, and recreation services commensurate with that provided to DoD civilians and military personnel in the area of operations.

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11. Next of Kin Notification.

Before deployment, the contractor shall ensure that the FSR completes a DD Form 93, Record of Emergency Data Card. The Form should be provided to the POC/PM Representative referenced in section 1.2 of this SOW. The contractors personnel office should also maintain this information.

*** END OF NARRATIVE C 015 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
5032AA	P149L832JZ 51103446004 A14P50041CUA	UH	2 4ZLT03	\$ 0.00	\$ 161,212.67	\$ 161,212.67
				NET CHANGE	\$ 161,212.67	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	UH	21 42035000041C1C01P511034252G S20113	W56HZV	\$ 161,212.67
				NET CHANGE \$ 161,212.67

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 1,838,793,010.43	\$ 161,212.67	\$ 1,838,954,223.10